



City of Dublin

Office of the City Manager

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Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager 

Date: June 4, 2015

Initiated By: Megan D. O'Callaghan, P.E., Director of Public Works
Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Mandy K. Bishop, P.E., S.I., Bridge Street District Program Manager

Re: Resolution No. 50-15 - Authorizing the City Manager to enter into a Letter of Agreement with AEP Ohio to Relocate Existing AEP Ohio Overhead Facilities along Riverside Drive, Tuller Road, over the Scioto River, in the Dale Drive area and along SR 161

Background

The City of Dublin's adopted 2015-2019 Capital Improvements Program includes SR 161/Riverside Drive Roundabout (ET#0508), Riverside Drive Realignment (ET#0104 & ET#1403), Scioto River Pedestrian Bridge (GR 31302) and Riverside Park (GR #1303). Staff has worked closely with AEP Ohio, an Ohio Corporation on the relocation of existing AEP Ohio overhead facilities along the east side of Riverside Drive, north side of Tuller Road, over the Scioto River, in the Dale Drive area and along SR 161. See Figure 1 to show location of project.

Staff has undertaken a comprehensive effort to proactively plan and manage utility relocation work in a coordinated fashion and strategically eliminate utility conflicts for multiple projects in the Bridge Street District. In furtherance of the Bridge Street District code and policy, existing overhead utility lines are being buried where practical in an effort to improve aesthetics and enhance reliability.

Background

AEP Ohio is located on poles throughout the Bridge Street District multiple project area along the Scioto River corridor. The relocation includes the area for the SR 161/Riverside Drive Roundabout, Riverside Drive Realignment, future parks and the pedestrian bridge. The facilities are located in both public right-of-way and private easements throughout the project area.

As underground facilities to bury all of AEP Ohio needed to be constructed under multiple roads, the duct bank construction has been phased with roadway construction projects and therefore, AEP Ohio's installation is phased.

The roadway projects could have been approached by relocating certain poles and removing the "point conflicts" with AEP Ohio. However, it is the City's desire to remove the aerial crossing over the Scioto River and the poles out of the future park area, and the effort to relocate AEP Ohio falls under beautification – a compensable relocation. The "point conflicts" are highlighted by a red cloud in Figure 1.

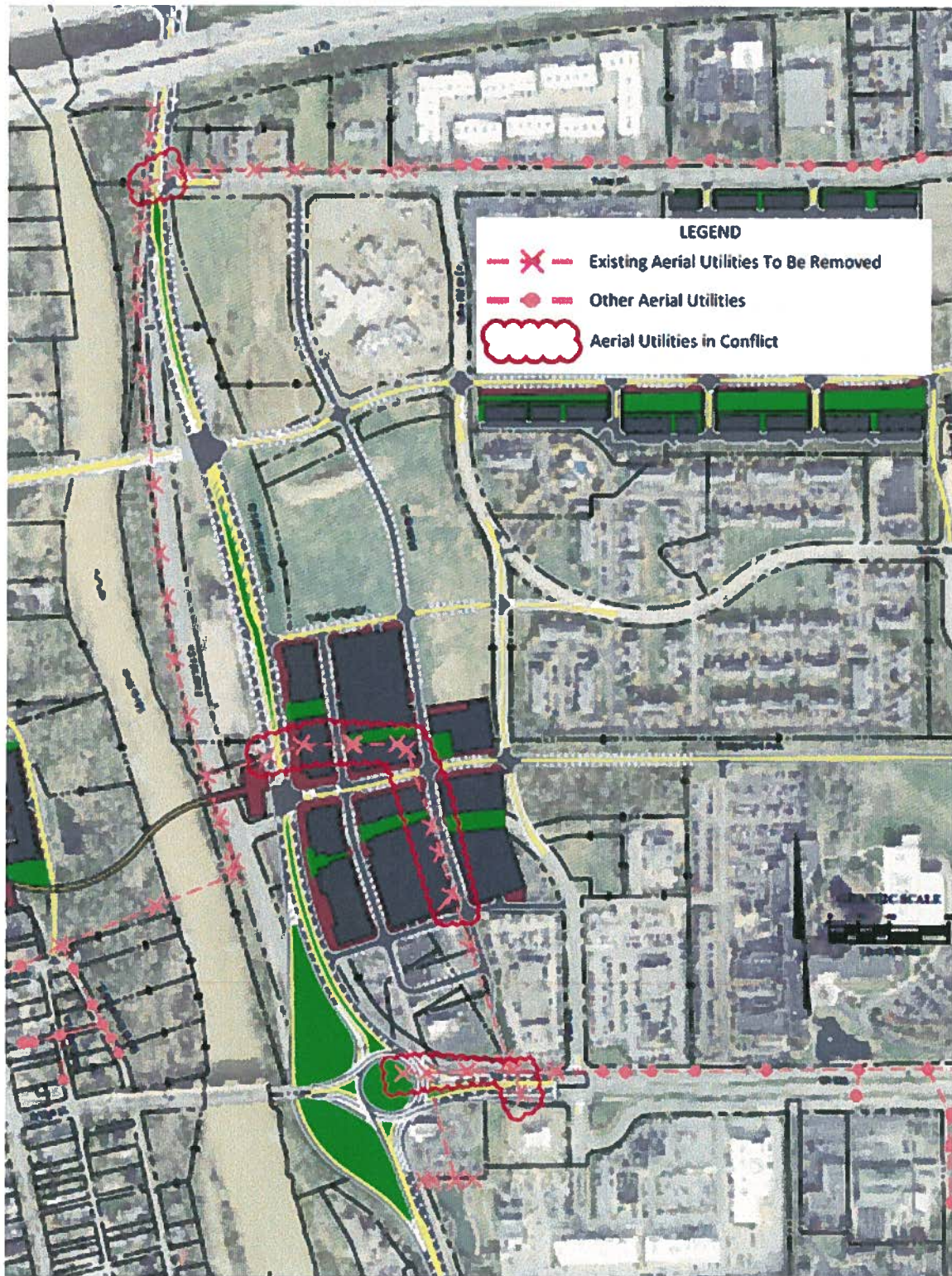


Figure 1: AEP Point Conflicts

Phase 1 – Burying facilities in newly constructed AEP Duct Bank along Riverside Drive, Tuller Road, Tuller Ridge Drive, Dale-Tuller Connector and Dale Drive

A portion of the AEP duct bank to relocate existing aerial facilities from Riverside Drive, Tuller Road, over the Scioto River and Dale Drive Area was constructed as part of the Dale Drive – Tuller Ridge Connector project at 100% City cost. AEP must now install the cable and appurtenances in the duct bank in order to complete the relocation. The AEP Ohio work is planned to entail the installation of 18,000 feet of cable, 114 splices, 190 rack arms and backs, 5 type 9 switches with pads and other materials.

Phase 1 relocation efforts are indicated on Figure 2 by the yellow route labeled “AEP Duct Bank (Phase 1).” Dublin is responsible to reimburse AEP Ohio for the majority of their costs of relocating their existing overhead facilities. AEP Ohio estimates the cost of \$731,724, including a \$94,121 credit for costs to relocate aurally. The City will know actual expenses/costs of the work later this year, and will receive invoices from AEP Ohio once the work is complete.

Phase 2 - Burying facilities along SR 161 and Riverside Drive south of SR 161

The AEP duct bank required in order to relocate the aerial facilities along SR 161 between Dale Drive and Riverside Drive as well as those facilities south of SR 161 along Riverside Drive is being constructed as part of the SR 161/Riverside Drive Roundabout (Part 1), Riverside Drive Realignment (Part 2) and Other Public Improvements project.

AEP Ohio has not designed Phase 2 work, but the City will be responsible for a portion of the reimbursement to AEP Ohio. AEP Ohio opted to bury facilities south of Martin Road as part of the project and those costs will be reimbursable to the City. A second agreement will be brought forward to City Council later this year addressing Phase 2.

Phase 1 and Phase 2 will ultimately remove all aerial AEP Ohio facilities along Riverside Drive, Tuller Road, over the Scioto River, in the Dale Drive area and along SR 161 to accommodate the SR 161/Riverside Drive Roundabout and Riverside Drive Realignment project.



Figure 2: AEP Ohio Project Location

Recommendation

Staff recommends approval of Resolution No. 50-15 at the June 8, 2015 Council meeting.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

50-15

Resolution No. _____

Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT OHIO POWER COMPANY, AN OHIO CORPORATION ("AEP OHIO"), TO RELOCATE EXISTING AEP OHIO OVERHEAD FACILITIES ALONG RIVERSIDE DRIVE, OVER THE SCIOTO RIVER, IN THE DALE DRIVE AREA AND AROUND THE S.R. 161 & DALE DRIVE INTERSECTION.

WHEREAS, the City of Dublin's adopted 2015-2019 Capital Improvements Program includes SR 161 / Riverside Drive Roundabout (ET#0508), Riverside Drive Realignment (ET#0104 & ET#1403), Scioto River Pedestrian Bridge (GR 31302) and Riverside Park (GR #1303); and

WHEREAS, the City of Dublin has worked closely with AEP Ohio, an Ohio Corporation, on the relocation of existing AEP Ohio overhead facilities along the east side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161; and

WHEREAS, AEP Ohio has agreed to approach the relocation of aerial facilities in two phases – Phase 1 and Phase 2; and

WHEREAS, the City of Dublin has agreed to reimburse AEP Ohio for Phase 1.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into a Letter of Agreement with AEP Ohio for the reimbursement of the cost to bury existing AEP Ohio overhead facilities along Riverside Drive, over the Scioto River, in the Dale Drive area and around the SR 161 & Riverside Drive Intersection, which is located within the City of Dublin, in substantially the same form as attached, with changes not inconsistent with the Resolution and not substantially adverse to the City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Letter of Agreement, which amendments are not inconsistent with the Resolution and not substantially adverse to this City.

Section 3. This Resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

Letter of Agreement

This Letter of Agreement is entered into as of June __, 2015 (the "Effective Date"), between Ohio Power Company, an Ohio Corporation ("AEP Ohio") and the City of Dublin, Ohio, a political subdivision of the State of Ohio (the "City").

Background Information

- 1) The City has worked with AEP Ohio to determine the scope of work to relocate their existing overhead facilities along the west side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161 for the purposes of constructing the SR 161 / Riverside Drive Roundabout (Part 1), Riverside Drive Realignment (Part 2) and Other Public Improvements project, the proposed pedestrian bridge and parks along the Scioto River (the "Projects").
- 2) In the course of planning for the SR 161 / Riverside Drive Roundabout, Riverside Drive Realignment, pedestrian bridge and parks along the Scioto River and the subsequent design efforts for Roundabout and Realignment projects, AEP Ohio facilities were determined to be in conflict along Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161 and the design requires the overhead utility poles to be relocated as a result of the Projects. AEP Ohio has identified the proposed work needed to accommodate these and other future projects. See attached Exhibit A for Project location map.
- 3) The City has requested, and AEP Ohio has agreed, to relocate their facilities along Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161;
- 4) The City has requested, and AEP Ohio has agreed, to relocate the Scioto River crossing and connect into Historic Dublin via existing AEP poles on Dublin Road and to bury facilities along the east side of Riverside Drive, north side of Tuller Road, under Tuller Ridge Road/Dale Drive in AEP conduit that was constructed as part of the Dale Drive-Tuller Ridge Connector project (14-015-CIP);
- 5) AEP Ohio has estimated reimbursable costs of \$731,724 including a \$94,121 credit for costs to relocate aerially;
- 6) The AEP Ohio work is planned to entail the installation of 18,000 feet of cable, 114 splices, 190 rack arms and backs, 5 type 9 switches with pads and other materials as well as labor charges; and,
- 7) The City acknowledges that it is responsible for Phase 1 costs associated with the relocation project. The City is not responsible for any costs associated with adding additional capacity, burying or relocating any other facilities than those required to remove the existing utility poles along Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161, as identified in Exhibit A.
- 8) The parties hereto desire to set forth the terms upon which the City will reimburse AEP Ohio for the Dublin Work Cost.

Statement of Agreement

The parties hereto acknowledge the accuracy of the above background information and agree as follows:

1. The Relocation Project. AEP Ohio shall proceed with Phase 1, as outlined as the in the attached identified as Exhibit A. AEP Ohio shall pay the Contractors all expenses associated with Phase 1 and shall present to the City all invoices and proof of payment of such invoices that are associated with Phase 1 work. The City shall reimburse AEP Ohio for all payments made by AEP Ohio that are associated with the Dublin Work within thirty (30) days of receipt of such invoices.
2. Supervision of Contactors. AEP Ohio shall supervise the Contractors pursuant to the Project contracts with such Contractors. AEP Ohio shall regularly inspect the progress of the Dublin Work and shall immediately notify the City if AEP Ohio determines that the design specifications for the Dublin Work are not being met.
3. Title to the AEP Ohio Work Facilities. Upon completion of the Project and the City's reimbursement to AEP Ohio for the Dublin Work, AEP Ohio shall remain the owner of the AEP Ohio Work facilities only. It will be AEP Ohio's responsibility to ensure that any and all Contractors release any and all liens associated with the Dublin Work. Once the City has made final payment, the City will seek a lien waiver from AEP Ohio releasing the City from further financial obligation. AEP Ohio shall issue the lien waiver within thirty (30) days of the City's request for such waiver.
4. Cost Overruns. The City shall not be responsible for any expenses relating to the Dublin Work that exceeds \$731,724, unless the City approves such cost increase in writing, executed by the parties hereto and makes reference to this Letter of Agreement.
5. Jurisdiction. This Letter of Agreement shall be governed by the laws of Ohio. Any disputes arising herein shall be adjudicated at the Court of Common Pleas of Franklin County, Ohio.

This Letter of Agreement is accepted by the parties hereto and executed as of the date set forth above.

Ohio POWER COMPANY

By: _____

CITY OF DUBLIN, Ohio

By: _____